

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**In re:**

**VINCENT E HARRIS  
JANET L HARRIS,**

**DEBTORS.**

**CHAPTER 13**

**CASE NO. 17-35621-KRH**

**TOYOTA MOTOR CREDIT CORPORATION,**

**MOVANT,**

**vs.**

**VINCENT E HARRIS  
JANET L HARRIS  
and SUZANNE E. WADE, TRUSTEE,**

**RESPONDENTS.**

**RESPONSE OF TOYOTA MOTOR CREDIT CORPORATION TO DEBTORS'  
OBJECTION TO CLAIM NUMBER 3**

Toyota Motor Credit Corporation (Toyota), by and through its undersigned counsel, hereby files its Response to Debtors' Objection to Claim Number 3 and, in support thereof, avers as follows:

1. On November 10, 2017, Vincent E. Harris and Janet L. Harris (Debtors) filed a voluntary petition under Chapter 13, Title 11 of the United States Code and relief was ordered thereon.

2. On December 11, 2017, Toyota, timely filed a proof of claim in the amount of \$16,249.49 for the loan on Debtor's 2014 Toyota Camry with a secured value of \$15,774.47, an unsecured amount of \$475.02 and a cure amount of \$639.89. The claim is designated as Claim Number 3-1 (Claim 3) on the Court's Claims Register.

3. On December 12, 2018, Toyota amended Claim 3-1 to an unsecured deficiency balance in the amount of \$5,939.25. The amended claim is designated as Claim

Number 3-2 (Claim 3-2). Attached in support of the amended claim is an Explanation of Calculation of Surplus or Deficiency reflecting, among other things, the date of the vehicle's sale (11/05/2018) along with the proceeds of the sale in the amount of \$11,100.

4. On February 12, 2021, the Debtors filed an Objection to Claim 3 (Doc 55) seeking to reduce the claim by an additional \$1000 with an unsupported statement that "had Toyota been more diligent in selling the vehicle the deficiency balance would have been significantly lower." The Objection indicates service to Toyota Motor Credit Corporation c/o Beckett & Lee, LLP PO Box 3001 Malvern, PA 19355-0701 but was never received.

5. After the Court's Notice of Deficiency regarding a Notice of Objection (Doc 59), on May 26, 2021, the Debtors filed a second Objection to Claim 3 (Doc 64). The Objection is identical to the first and seeks to reduce the claim by an additional \$1000 with an unsupported statement that "had Toyota been more diligent in selling the vehicle the deficiency balance would have been significantly lower." Again, the Objection indicates service by mail to Toyota Motor Credit Corporation c/o Beckett & Lee, LLP PO Box 3001 Malvern, PA 19355-0701. However, the Debtor never filed a Notice of Objection with regard to the second Objection until August 2, 2021.

6. It appears Debtor never prosecuted either the first or second Objection to Claim 3 resulting in the filing of a third Notice and Objection to Claim 3 (Doc 71) on November 2, 2021. Although the Certificate of Service indicates service by mail to Toyota Motor Credit Corporation c/o Beckett & Lee, LLP PO Box 3001 Malvern, PA 19355-0701 it also indicates service was made almost 6 months earlier on May 27, 2021. Toyota did not receive the Objection.

7. The third Objection to Claim 3 alleges Toyota failed to sell the vehicle in a commercially reasonable manner and seeks to reduce the claim balance to zero. Despite

the Objection, Debtor provides no indication as to the basis for the allegation or in what way he believes Toyota failed in this regard.

8. The third Objection was followed by an Amended Certificate of Service (Doc 80). Doc 80 was filed on April 8, 2021, over 5 months after the November 2, 2021 Objection. Doc 80 causes more confusion when the header indicates service of the Objection to Claim 3 (Doc 71) but the body indicates service of Doc 72 (which is the Objection to Claim 4) via mail to Beckett & Lee's address at PO Box 3001, Malvern, PA 19355-0701. Despite the Debtor's several attempts at service of the Objection, the Objection was not received. However, as the Objection appears to still be pending, Toyota files its Response.

#### **RESPONSE**

9. Pursuant to VA Code Ann. § 8.9A-610 the disposition of collateral after default must be "commercially reasonable". Toyota avers that every aspect of the disposition of collateral, including the method, manner, time, place, and other terms, were commercially reasonable.

10. Claim 3-2 represents the deficiency balance due on the Debtors' loan for a 2014 Toyota Camry after the vehicle was recovered on August 17, 2018 in accordance with the Order Granting Toyota's Motion for Relief and sold at auction on November 5, 2018. Attached herein as Exhibit A is a true and correct copy of the Vehicle Condition Report completed by Toyota prior to the sale of the vehicle which reflects the condition of the vehicle. Further, attached herein as Exhibit B is a true and correct redacted copy of the Buyer's Receipt / Auction Information which reflects the auctioneer, Manheim PA, as well as the vehicle sale date and price. Finally, attached herein as Exhibit C are copies of letters from Toyota to Debtors with the Notice of Our Plan to Sell Property at a private sale, including among other things, Debtors' Right to Redeem.

11. Toyota avers that there is no minimum amount established for the sale of the vehicle. The vehicle is sold at auction to the highest bidder. In this case, the vehicle was sold, after recovery, after the Notice provided to the Debtor and, due to the bankruptcy, after a legal review to ensure the stay had been lifted and the vehicle was eligible for sale. The sale took place on November 5, 2018 in the amount of \$11,100.00.

12. Claim 3-2 was filed with a true and correct copy of Toyota's Loan Record, Explanation of Calculation of Surplus or Deficiency and the Retail Installment Sale Contract.

13. Toyota alleges the vehicle was sold in a commercially reasonable manner

**BURDEN OF PROOF**

14. Pursuant to 11 U.S.C. § 502, a proof of claim is deemed allowed unless a party in interest objects. Upon objection and after notice and hearing, the court shall allow the claim except to the extent that the claim is unenforceable against the debtor. 11 U.S.C. § 502(b)(1).

15. The Debtors bear the burden of proof of establishing that the claim is not valid. Federal Rule of Bankruptcy Procedure 3001(f) provides that a proof of claim filed in accordance with the rules shall constitute *prima facie* evidence of the validity and amount of the claim.

16. The burden of proof is on the objecting party to produce evidence "equivalent in probative value to that of the creditor to rebut the *prima facie* effect of the proof of claim." *In re VTN, Inc.*, 69 B.R. 1005 (Bankr. S.D. Fla. 1987), *citing In re DeLorean Motor Co. Litigation*, 59 B.R. 329 (Bankr. E.D. Mich. 1986).

17. The Debtors have made no argument nor provided any evidence that would contradict the *prima facie* effect of the claim or the additional documentation provided.

**WHEREFORE**, Toyota Motor Credit Corporation respectfully requests this Honorable Court deny the Debtors' Objection to Claim Number 3 and allow the claim.

TOYOTA MOTOR CREDIT CORPORATION

By: **/s/JOHNIE R. MUNCY**

***Eric D. White***, Esquire, Bar No. 21346

***Johnie R. Muncy***, Esquire, Bar No. 73248

1804 Staples Mill Road, Suite 200

Richmond, VA 23230

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596 Lynnhaven Parkway, Suite 200

Virginia Beach, VA 23452

Samuel I. White, P.C.

Tel: (804) 290-4290

Fax: (804) 290-4298(757) 490-8143

[jmuncy@siwpc.com](mailto:jmuncy@siwpc.com)

CERTIFICATE OF SERVICE

I certify that on April 29, 2022, the foregoing Response was served via CM/ECF on Suzanne E. Wade, Trustee, and Joseph S. Massie, III, Counsel for Debtors, at the email addresses registered with the Court, and that a true copy was mailed via first class mail, postage prepaid, to Vincent E Harris, and Janet L Harris, Debtors, 1304 Poco Dr, Richmond, VA 23235.

**/s/JOHNIE R. MUNCY**

Johnie R. Muncy, Esquire

Samuel I. White, P.C.

Vehicle Condition Report



Manheim PA  
1190 Lancaster Road  
Manheim, PA 17545  
(717) 665-3571/(717) 665-9265  
Heather.Estes@coxautoinc.com  
WHOLESALE ASSESSMENT ONLY

Original  
CR

Exhibit

A

Make/Model: 2014 TOYOTA  
CAMRY 4C  
Bodystyle/Series: 4 Door Sedan  
SE  
Color: SILVER  
Mileage: 58,695 (Digital)  
Turn-in Mileage: -  
VIN: [REDACTED] 2809  
Work Order/ Stock Number: 5859377  
Customer: Toyota Financial Services  
6565 Headquarters Drive  
Mailstop W2-2C  
Plano, TX 75024  
(469) 486-6694/(214) 494-6191  
frances.navarro@toyota.com  
Client Stock #: 0186382028  
Vehicle Grade : Grade 3.5  
Remarks: -  
Announcements: -  
Certification : -  
Req. Prev. Repair Order: -



Drivable: Yes		Fuel Level: Full	
UniBody/Frame Damage: NO As Is 100K Miles: NO			
Equipment			
Transmission:	Automatic Transmission	A/C:	Yes
Engine:	4-Cylinder Gas	Cruise Control:	Yes
Engine Size:	2.5 L	Pwr Steering:	Yes
Roof:	Hard Top	Pwr Locks:	Yes
Radio:	AM/FM CD	Pwr Windows	Yes
Interior - Type/Color:	Leather/Cloth Interior /BLK	Rear Defroster:	Yes
Airbag:	Dual Air Bags	Tilt Steering:	Yes
Seats:	Power - Driver Only	Drive Type:	2-Wheel Drive
Seat Count:	0	Brakes:	Anti Lock Brakes

Vehicle Condition Report


Additional Equipment:

Air Conditioning	Stereo - AM/FM CD	LF Tires - 5/32 inch
RF Tires - 4/32 inch	LR Tires - 3/32 inch	RR Tires - 6/32 inch
Power Driver Seat	Tire Brand - Front Left - MICHELIN - 17 Inch	Tire Brand - Front Right - MICHELIN - 17 Inch
Tire Brand - Rear Left - BRIDGESTONE - 17 Inch	Tire Brand - Rear Right - BRIDGESTONE - 17 Inch	Owner's Manual
Warranty Books	Security System	Traction Control
Smoky Odor	ABS Brakes	Fog Lamps
Heated Mirrors	Power Mirrors	Spoiler
Two-Wheel Drive	50 State Emissions	Keyless Entry
Trip Computer	US EPA Label	Alloy Wheels
Hardtop Shell	Steering Wheel Audio Control	Post Recon Grade
Front Wheel Drive	Transmission - Automatic Transmission	Power Windows
Power Lock	Power Steering	Cruise Control
Bluetooth Connection	Tire Pressure Monitor System	Combo Key - Ikey(s)
Child Safety Locks	Leather Steering Wheel	Pass-Through Rear Seat
Electronic Stability Control	Engine Immobilizer	Brake Assist System
Daytime Running Lights	Intermittent Wipers	Automatic Headlights
Remote Trunk Release	Seat Trim - Cloth And Leather	

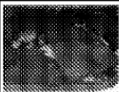







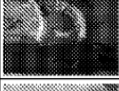

Tracking

Assigned for Pickup:	-	Secured:	09/14/2018	CR Writer:	TLAPLANTE
Assigned for Dropped Off:	09/14/2018	CR Completed:	09/14/2018	Title Recvd:	-
Released for Pickup:	-	Repaired:	-	Title #:	-
Picked Up	09/14/2018	Cleared for Sale:	-	State:	-
Shipped:	09/14/2018	On Block:	-	Lane#/Run #:	- / -
Redeemed	-	Scheduled Sold:	-		

Non Chargeable Damages

Photo	Item	Damage	Labor Hours	Paint Hours	Labor	Parts	Estimate	Comments
[no photo]	Hood	Chipped	-	-	\$25.00	-	\$25.00	-
	Left Front Door Panel	Photo Only	-	-	-	-	\$0.00	-
[no photo]	Deck Lid	De-Identify	0.5	-	\$37.50	-	\$37.50	-



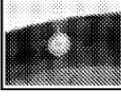
Vehicle Condition Report

	Cargo Area	Photo Only	-	-	-	-	\$0.00	-
[no photo]	Right Rear Wheel	Curb Rash	-	-	\$55.00	-	\$55.00	-
[no photo]	Right Front Wheel	Curb Rash	-	-	\$55.00	-	\$55.00	-
	Steering Wheel	Photo Only	-	-	-	-	\$0.00	-
	Front Center Armrest	Cut	0.2	-	\$15.00	\$135.00	\$150.00	-
	Photo - Rear	Photo Only	-	-	-	-	\$0.00	-
	Photo - Interior	Photo Only	-	-	-	-	\$0.00	-
	Photo - Dash	Photo Only	-	-	-	-	\$0.00	-
	Extra Photo 1	Photo Only	-	-	-	-	\$0.00	-
	Overall Picture - Engine	Photo Only	-	-	-	-	\$0.00	-
	Overall Picture - Odometer	Photo Only	-	-	-	-	\$0.00	-
	Photo - Vin/Id Sticker	Photo Only	-	-	-	-	\$0.00	-
			0.7 (total)	-	\$187.50 (total)	\$135.00 (total)	\$322.50 (total)	

Chargeable Damages



Vehicle Condition Report

Photo	Item	Damage	Labor Hours	Paint Hours	Labor	Parts	Estimate	Comments
	Front Bumper/Cover	Gouged	3.5	3.9	\$296.00	-	\$296.00	-
[no photo]	Left Rear Door	Multiple Dents/No Paint Damage	-	-	\$45.00	-	\$45.00	-
	Rear Bumper/Cover	Multiple Dents/No Paint Damage	3	3.9	\$276.00	-	\$276.00	-
[no photo]	Right Qtr Panel	Multiple Dents/No Paint Damage	-	-	\$45.00	-	\$45.00	-
	Left Rear Seat	Burned	-	-	-	\$105.00	\$105.00	-
	Left Rear Tire	Worn	-	-	\$7.50	\$168.07	\$175.57	-
	Right Front Tire	Worn	-	-	\$7.50	\$168.07	\$175.57	-
			6.5 (total)	7.8 (total)	\$677.00 (total)	\$441.14 (total)	\$1,118.14 (total)	

File Insurance Claim? - Additional Damages and Remarks: -

Charges

Charge Type	Description	Labor Hours	Labor Rate	Labor Cost	Parts Cost	Total Cost
Recon: Detail	VALUE DETAIL \$83	-	-	\$83.00	-	\$83.00
Admin: Autoims Fee	IMS Fee \$4 (TMC)	-	-	\$4.00	-	\$4.00
Transport: Transportation Fee	UR AUTO POST	-	-	\$407.40	-	\$407.40
		-	-	\$494.40 (total)	-	\$494.40 (total)

Sale Information

Floor Price: - Sale Price: -

Sold Date: - Auction Venue: Open Auction Sale Arbitration Reason: -

DISCLAIMER: THIS CONDITION REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS BASED ON INFORMATION PROVIDED BY THE SELLER. THIS CONDITION REPORT IS NEITHER INTENDED, NOR SHOULD IT BE CONSTRUED TO CONSTITUTE, ANY TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY.

Vehicle Condition Report

AND ANY SUCH WARRANTY, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, IS HEREBY DISCLAIMED. ANY  
REPRODUCING OF THIS CONDITION REPORT SHALL CONTAIN THIS DISCLAIMER.

Exhibit

B

Toyota - Bill of Sale

## BUYER RECEIPT

## AUCTION INFORMATION

Manheim PA  
1190 Lancaster Road  
Manheim, PA 17545  
(717) 665-3571/(717) 665-9265  
Heather.Estes@coxautoinc.com



### Sale Info

Sale Price + Buyer Fee(s) = Amount Due \*\*  
\$11,100.00 + \$285.00 = **\$11,385.00**  
Sales Date: 11/05/2018  
Lane / Run#: 94 / 67  
Stock Number: 5859377

### Vehicle

2014 TOYOTA CAMRY 4C SE 4 Door Sedan - SILVER  
VIN: [REDACTED] 2809  
Odometer: 58,696 Miles  
License Plate:-  
Title State: VA

### Lights

- ☒ Green - Ride and Drive
- ☐ Red - As Is
- ☐ Yellow - Seller's Guarantee
- ☐ Blue - Title Attached

### Buyer

GERMAIN HONDA OF DUBLIN  
6755 SAWMILL RD  
DUBLIN , OH 43017  
  
Rep: TIMOTHY J GOULD

### Announcements

-

### Seller

TOYOTA FINANCIAL SERVICES  
6565 HEADQUARTERS DR  
PLANO , 75024 TX



Secured Party Name and Address:  
Toyota Motor Credit Corporation  
5005 North River Blvd., N.E.  
Cedar Rapids, IA 52411-6634

ACCOUNT NUMBER: [REDACTED] 2028  
DESCRIPTION OF VEHICLE: 2014 TOYOTA  
CAMRY  
VEHICLE IDENTIFICATION NUMBER: [REDACTED] 2809

Exhibit

C

08/17/2018

JANET L HARRIS  
1304 POCO DR  
RICHMOND, VA 23235-6226

### NOTICE OF OUR PLAN TO SELL PROPERTY

Subject: Retail Installment Contract dated 12/11/2013 secured by the Vehicle described above.

We have the Vehicle because you broke promises in our agreement.

We will sell the Vehicle at private sale sometime after 09/01/2018. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will not still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the Vehicle back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (800) 279-9032.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at (800) 279-9032, or write us at 5005 North River Blvd., N.E., Cedar Rapids, IA 52411-6634, and request a written explanation.

If you need more information about the sale call us at (800) 279-9032, or write us at 5005 North River Blvd., N.E., Cedar Rapids, IA 52411-6634.

We are sending this notice to the following other people who have an interest in the Vehicle or who owe money under your agreement:

VINCENT E HARRIS

### HOW TO GET YOUR VEHICLE BACK

You have the right to get the Vehicle back (redeem) any time before it is sold by paying us the full amount you owe (not just the past due payments), including our expenses. The REDEMPTION section on page 2 specifies the amounts that you must pay directly to Toyota Motor Credit Corporation ("TMCC"), and the amounts that you may also be required to pay directly to other third parties to redeem the Vehicle. The amounts are estimated as of the date of this notice and may be subject to change based on additional expenses incurred and/or refunds or credits received.

- ☐ If this box is checked, you can reinstate your contract up until the date specified in the REINSTATEMENT section on Page 2 of this notice. The REINSTATEMENT section specifies the amounts that you must pay directly to Toyota Motor Credit Corporation ("TMCC"), and the amounts that you may also be required to pay directly to other third parties to reinstate the contract. The amounts are estimated as of the date of this notice and may be subject to change based on additional installments that become due or expenses incurred before you reinstate the contract. Additionally, you must resume making your monthly installment payments and comply with all other terms and conditions of your contract. We may not be required to reinstate your contract for future defaults.

Payments to redeem or reinstate may be made to TMCC at the above address, or you may call (800) 279-9032 for more information.

ACCOUNT NUMBER: [REDACTED] 2028

VIN: [REDACTED] 2809

REDEMPTION	REINSTATEMENT
<p>To REDEEM the Vehicle you must pay the following amounts directly to TMCC at the address shown on page 1 (and if applicable, the amounts owed to third parties set forth below) at any time prior to the sale of the Vehicle.</p>	
Unpaid Gross Balance under your contract (includes any accrued and unpaid finance charges)	\$ 15,604.98
Unpaid Late Charges	\$ 30.47
<b>Costs and Expenses:</b>	
Repossession Costs	\$ 480.00
Transportation Expenses	\$ 407.40
Impound Fees	\$ 0.00
<b>TOTAL AMOUNT DUE TO TMCC TO REDEEM AS OF 08/17/2018</b>	<b>\$ 16,522.85</b>
<p>Plus any additional expenses incurred and less any additional refunds received.</p>	
<p>You do not have the right to reinstate.</p>	
<p>To REDEEM the Vehicle you may ALSO be required to pay the following amounts directly to the third party repossession agent or auction location, as applicable. You can call TMCC at (800) 279-9032 for more information regarding the current location of the Vehicle and the agent/auction's contact information.</p>	
Vehicle Storage Fee at the daily rate* of	\$ 10.00
beginning on 08/17/2018	
Personal Property Fee**	\$ 0.00
Redemption Processing Fee	\$ 75.00
Other: NA	\$ 0.00
<p>*The total amount charged for the Vehicle Storage Fee is computed by multiplying the daily storage rate by the number of days the vehicle remains in storage.</p>	
<p>**You may reclaim your personal property directly from the repossession agent even if you do not redeem the Vehicle or reinstate the contract.</p>	

NOTICE: YOU MAY BE SUBJECT TO SUIT AND LIABILITY IF THE AMOUNT OBTAINED UPON DISPOSITION OF THE VEHICLE IS INSUFFICIENT TO PAY THE CONTRACT BALANCE AND ANY OTHER AMOUNTS DUE.

NOTICE: If you are entitled to the protections of the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this letter, the following applies to you: **THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS FOR INFORMATIONAL PURPOSES ONLY.**





Secured Party Name and Address:  
Toyota Motor Credit Corporation  
5005 North River Blvd., N.E.  
Cedar Rapids, IA 52411-6634

ACCOUNT NUMBER: [REDACTED] 2028  
DESCRIPTION OF VEHICLE: 2014 TOYOTA  
CAMRY  
VEHICLE IDENTIFICATION NUMBER: [REDACTED] 2809

08/17/2018

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If you need more information about the sale call us at (800) 279-9032, or write us at 5005 North River Blvd., N.E., Cedar Rapids, IA 52411-6634.

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